

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the City of Lincoln, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "City," the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as "County," and the City of Lincoln d/b/a Lincoln Electric System, hereinafter referred to as "LES."

WHEREAS, the Constitution of the State of Nebraska, Article XV, Section 18, Neb. Rev. Stat. §§ 13-801 through 13-827 (Reissue 1997), and Article II, Section 5 of the Charter of the City of Lincoln, Nebraska permit units of local government of Nebraska to cooperate with other localities on a basis of mutual advantage and thereby to provide services in a manner which influences the needs and development of local communities; and

WHEREAS, the City has an existing job classification entitled "Administrative Assistant to the Mayor, Economic Development" which position is currently vacant; and

WHEREAS, in light of recent employment cutbacks in the City and County and the potential for further such cutbacks in the future, there exists a substantial need for the City, County and LES to aggressively explore economic development opportunities within the City and County; and

WHEREAS, in order for the parties to aggressively pursue economic development opportunities within the City and County, it is necessary to find an individual to fill the vacant position of Administrative Assistant to the Mayor, Economic Development; and

WHEREAS, the City, the County and LES agree that it is mutually beneficial to hire an individual to serve as the Administrative Assistant to the Mayor, Economic Development.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the parties as follows:

1. Duration. The duration of this Agreement shall be from its approval by the parties hereto until such time as it is terminated by any of the parties hereto in accordance with the termination provisions set forth herein.

2. Purpose. The purpose of this Agreement is to establish the responsibilities of the City, County, and LES with respect to the funding of the position of Administrative Assistant to the Mayor, Economic Development. The duties of the position are as described in the job classification attached hereto as Attachment "A". A current copy of Attachment "A" shall be on file with the City-County Personnel Department. The Administrative Assistant to the Mayor, Economic Development, shall work directly with the Urban Development Department and other City/County agencies in performing the job duties.

3. Financial Obligations. Effective with the beginning of the City's fiscal year 2002-2003 (September 1, 2002) and for each subsequent City fiscal year thereafter, unless this Agreement is amended to provide otherwise, each of the parties to this Agreement shall contribute \$25,000.00 for the purposes of funding the cost of the salary and benefits of the Administrative Assistant to the Mayor, Economic Development. For the remainder of the City's current fiscal year 2001-2002, the cost of funding the position shall be funded by a pro-rata contribution of 5/12ths of the \$25,000.00 annual contribution from the County and LES (\$10,416.66 each), and any other costs associated with funding the cost for the current fiscal year shall be made up from the contribution of CDBG funds received from the United States government and administered by the City's Department of Urban Development.

4. Reports to Officials. The Administrative Assistant to the Mayor, Economic Development shall provide economic development initiative advice and report on a regular basis to the County Board, the Administrator and CEO of Lincoln Electric System, and to the Mayor of the City of Lincoln. All proposed projects and the scope of work associated therewith shall be subject to unanimous approval of the City, County, and LES.

5. Independent Contractor; City Employee. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship between the parties to this Agreement. The individual hired to fill the position of Administrative Assistant to the Mayor, Economic Development shall for all intents and purposes be considered an employee of the City of Lincoln and shall serve in the unclassified service as an Administrative Assistant to the Mayor and shall be subject to all the rules, regulations, and benefits applicable to other City employees in the unclassified service, as provided in Lincoln Municipal Code §2.76.065. The Mayor shall appoint the Administrative Assistant to the Mayor, Economic Development, subject to approval of the County Board. The job performance of the Administrative Assistant to the Mayor, Economic Development, shall annually be reviewed. The job performance evaluation shall be done jointly by the Mayor and the County Board.

6. Hold Harmless. Each party agrees to indemnify and hold harmless to the fullest extent allowed by law, the other party from and against any and all claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from its acts and the acts of its own agents and employees in performance of this Agreement. Further, each party shall maintain a policy or policies of insurance sufficient in coverage and amount to pay any judgments or related expenses resulting from or in conjunction with any such claims. Each party agrees that it will be responsible for its own acts or omissions and the results of its own acts or omissions, and shall not be responsible for the acts or omissions of the other party. The parties agree to assume all risk and liability for any injury to persons or property resulting in any manner from each party's own acts or omissions related to the Agreement, including acts or omissions by each party's own agents or employees related to this Agreement. Liability includes any claims, damages, losses, and expenses (including attorneys' fees) arising out of or resulting from performance of this Agreement, that results in any claim for damage whatsoever including any bodily injury, sickness, disease, property, including any resulting loss of use.

7. Severability. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

8. Equal Employment Opportunity. In connection with the carrying out of the activities provided herein for purposes of hiring an individual to fill the position of Administrative Assistant to the Mayor, Economic Development, the parties hereto agree that they shall not discriminate against any individual because of race, color, religion, sex, disability, national origin, age, marital status or receipt of public assistance.

9. Termination. This Agreement may be terminated at any time by either party giving sixty (60) days written notice to the other parties hereto.

10. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and merges all prior discussions between them. It shall not be modified except by written agreement dated subsequent to the date of this Agreement and signed by all parties.

11. Applicable Law. This Agreement and all of its terms and conditions shall be governed by the laws of the State of Nebraska.

Executed by Lincoln Electric System this ____ day of _____, 2002.

**CITY OF LINCOLN d/b/a
LINCOLN ELECTRIC SYSTEM**

Attest:

By: _____
Chair of the Lincoln Electric System
Administrative Board

Secretary of LES Administrative Board

By: _____
Terry Bundy, Administrator and Chief
Executive Officer of Lincoln Electric System

APPROVED AS TO FORM
this ____ day of _____, 2002.

Attorney for Lincoln Electric System

Executed by the County this _____ day of _____, 2002.

COUNTY OF LANCASTER

By: _____
Robert Workman, Chair
Lancaster County Board of Commissioners

APPROVED AS TO FORM
this _____ day of _____, 2002.

Deputy County Attorney for
Gary E. Lacey, County Attorney

Executed by the City this _____ day of _____, 2002.

CITY OF LINCOLN, NEBRASKA

By: _____
Don Wesely, Mayor

APPROVED AS TO FORM
this _____ day of _____, 2002.

Assistant City Attorney for
Dana W. Roper, City Attorney